



DENNIS C. MILANOVICH
First Selectman

TOWN OF ELLINGTON

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DENNIS W. FRAWLEY
Deputy First Selectman

PETER J. CHARTER
MARK D. LEIGHTON
A. LEO MILLER, JR.
MICHAEL P. STUPINSKI
NANCY O. WAY

NOTICE OF PUBLIC HEARING TOWN OF ELLINGTON Monday, February 7, 2005

The Town of Ellington will hold a public hearing on February 7, 2005, at 7:15p.m., prevailing time, at the Ellington Town Hall in Ellington, Connecticut, for the purpose of allowing citizens to comment upon the following:

New proposed ordinance to adopt Part I, "Ordinances" of the *Code of the Town of Ellington*. Part I, "Ordinances" is a compilation of all town ordinances codified and consolidated for inclusion in the *Code of the Town of Ellington*.

The *Code of the Town of Ellington* is an orderly collection of the Town's rules and regulations and/or by-laws of various town boards, commissions and/or agencies.

All interested parties are encouraged to attend.

The proposed ordinance and a copy of the *Code* is available to review in the Town Clerk's Office and First Selectman's Office.

DATED at Ellington, Connecticut, this 25th day of January, 2005.

BY ORDER OF THE BOARD OF SELECTMEN

DENNIS C. MILANOVICH
FIRST SELECTMAN



The location of this town meeting is handicapped accessible.

Journal Inquirer Publish Date: 1/29/05

					V-A
	TAX COLLECTOR'S REFUNDS/ABATEMENTS				
	FEBRUARY, 2005				
DOLLAR AMOUNT	PERSON/CORPORATION	MV/PERS. PROP REAL ESTATE	YEAR	TAX/ASSESSOR REQUESTING DEPT.	REASON FOR
	REFUNDS				
\$5.02	ABC AUTO INC	MOTOR VEHICLE	03	ASSESSOR	VEHICLE SOLD
\$10,112.72	ART BARBER EXCAVATING INC	PERS PROP	02	ASSESSOR	ADJUSTMENT
\$13.86	BASTARACHE, ROBERT D	MOTOR VEHICLE	03	ASSESSOR	VEHICLE SOLD
\$252.83	BEDNER, DONNA M or RUSSELL	MOTOR VEHICLE	02	ASSESSOR	VEHICLE SOLD
\$308.52	LIVING TRUST RICHARD BERNSTEIN	MOTOR VEHICLE	03	ASSESSOR	VEHICLES SOLD
\$17.47	CAMPBELL, LLOYD M and JEAN C	MOTOR VEHICLE	03	ASSESSOR	VEHICLE SOLD
\$43.67	CASWELL, LINA MARIA	MOTOR VEHICLE	03	ASSESSOR	VEHICLE SOLD
\$48.42	COBURN, SAMUEL P	MOTOR VEHICLE	02	ASSESSOR	MOVED FROM CT
\$45.24	COLLIER, DARLENE A	MOTOR VEHICLE	03	ASSESSOR	VEHICLE SOLD
\$60.31	CONLON, JOSEPH M	MOTOR VEHICLE	03	ASSESSOR	VEHICLE SOLD
\$2,026.59	KRIVANEC, BARBARA	REAL ESTATE	03	TAX OFFICE	DUPLICATE PYMT
\$144.68	LABONTE, DONALD N or DOLORES R M	MOTOR VEHICLE	03	ASSESSOR	MOVED FROM CT
\$76.00	LEE, JASON R	MOTOR VEHICLE	03	TAX OFFICE	DUPLICATE PYMT
\$31.36	MACE, DENISE or NICHOLAS	MOTOR VEHICLE	03	ASSESSOR	VEHICLE SOLD
\$288.90	MADRAK, EDWARD J	MOTOR VEHICLE	03	ASSESSOR	VEHICLE SOLD
\$26.98	MCMEANS, PATRICK	MOTOR VEHICLE	03	ASSESSOR	VEHICLE SOLD
\$25.35	NIEMANN, WILLIAM R III	MOTOR VEHICLE	03	ASSESSOR	VEHICLE SOLD
\$32.88	SAMPSON, GRANT M	MOTOR VEHICLE	03	ASSESSOR	VEHICLE SOLD
\$17.20	ROY, CHAUNCY C	MOTOR VEHICLE	03	ASSESSOR	VEHICLE SOLD
\$57.44	TARPINIAN, JULIE	MOTOR VEHICLE	03	ASSESSOR	VEHICLE SOLD
\$14.13	THIELE, KRISTA J or BARRY C	MOTOR VEHICLE	03	ASSESSOR	MOVED TO CANADA
\$28.11	TOOMEY, DANIEL F	MOTOR VEHICLE	03	ASSESSOR	VEHICLE SOLD
\$22.60	VIRKLER, CYNTHIA L	MOTOR VEHICLE	03	ASSESSOR	VEHICLE SOLD
\$564.07	VW CREDIT LEASING LTD	MOTOR VEHICLE	03	ASSESSOR	VEHICLES SOLD
\$65.06	WELTI, PETER W	MOTOR VEHICLE	03	ASSESSOR	VEHICLE SOLD
\$18.20	WOODSTOCK, CHESTER F	MOTOR VEHICLE	03	ASSESSOR	VEHICLE SOLD
\$14,347.61	FEBRUARY REFUND TOTAL				
	ABATEMENTS				
\$160.13	PIGEON, EDWARD W or KELLY J	MOTOR VEHICLE	02	TAX OFFICE	BANKRUPTCY
\$698.99	SANDBERG, JOHN H	REAL ESTATE	02 & 03	HUMAN SERVICES	HARDSHIP/must keep
\$859.12	FEBRUARY ABATEMENT TOTAL				payment plan
\$15,300.67	FEBRUARY, 2005 REFUND AND ABATEMENT TOTAL				
reffeb05					

V-D

AGREEMENT TO SELL AND PURCHASE REAL ESTATE

THIS AGREEMENT made and concluded this ____ day of January, 2005 by and between **The Town of Ellington**, a municipal corporation having its territorial limits within the County of Tolland and State of Connecticut, hereinafter called the "BUYER", and **ALMA S. SKIPPER and JOSEPH M. SKIPPER** of the Town of Ellington, County of Tolland and State of Connecticut hereinafter called the "SELLERS".

WITNESSETH:

Buyer hereby agrees to buy and Sellers hereby agree to sell that certain piece or parcel of land thereon, consisting of approximately 18.34 acres of land located off of Porter Road in the Town of Ellington, County of Tolland and State of Connecticut, more particularly bound and described on Exhibit A Attached.

1. **PURCHASE PRICE** \$ 35,000.

DEPOSIT \$ 3,500.

(To be held in escrow by Sellers' Attorney)

BALANCE to be paid in cash or by certified
or bank check on the date of the
transfer of title. \$ 31,500

2. **CONVEYANCE AND ENCUMBRANCES:** The transfer of title to the property to the Buyer shall be by Connecticut form Warranty Deed, conveying marketable title, free and clear of all encumbrances. Sellers shall sign a standard Owner's title affidavit concerning mechanic's liens, no easements or restrictions not of record, no parties in possession and reveal any surveys in Sellers' possession, and an Environmental Affidavit affirming that there are no environmental hazards or spills on the property to the best of Sellers' knowledge.

3. **CONTINGENCIES.** This purchase contract is contingent upon the following conditions:

(A) Buyer obtaining approval to purchase the property by all required Boards and Commissions of the Town of Ellington including but not limited to the Board of Selectmen and a report from Planning and Zoning Commission. If Buyer is unable to obtain such approval on or before May 31, 2005 then Buyer will inform the Sellers and this contract will be void, and the deposit will be returned to the Buyer.

4. **CLOSING, POSSESSION & OCCUPANCY.** The transfer of title and occupancy shall take place on or before June 30, 2005 at the office of Courtney, Boyan & Foran, LLC, 62 Hyde Avenue, Vernon, CT or such other location to which the parties may agree at which time the Seller shall deliver possession and occupancy of the property to the Buyer.

5. **TESTS, INSPECTIONS & SURVEYS.** Buyer shall pay for the appraisal of the property any and all tests and inspections of the property desired by it and Sellers shall not interfere with any and all reasonable tests and inspections of the property. Sellers shall not fix or be required to correct any defective conditions discovered by said tests and inspections. SELLERS shall grant the Buyer, its agents or assigns, reasonable access to inspect the property prior to the closing.

6. *SELLER'S RIGHT TO LOG:* Sellers reserve the right to have the property logged by Brad Cordsten and Jeff Hunt, or other logger at Seller's option, prior to the transfer of title and to retain the entire proceeds of the logging.

7. *ADJUSTMENTS.* All adjustments for taxes, interest, and all other adjustments as are normally and customarily made for similar properties shall be computed and paid as of the date of the transfer of title as hereinbefore set forth in accordance with the custom of the Bar Association for the county or town wherein the property is situated.

8. *DEFAULT.* If Buyer defaults in the performance of any term of this agreement, Sellers shall be entitled to cancel this contract, and retain the deposit as liquidated damages and Sellers shall be relieved of any further liability under this agreement. If Sellers default, Buyer shall be entitled to specific performance upon tender of the purchase price.

9. This agreement shall be binding upon and inure to the benefit of the legal representatives, successors, heirs and assigns of Sellers and Buyer.

10. All of the terms and conditions of this agreement between the parties hereto are stated herein and no representations or inducements have been made to the Buyer by the Sellers other than those set forth herein.

FORM 167--CONNECTICUT QUIT CLAIM DEED--SURVIVORSHIP.

TUTTLEMAN REGISTERED U. S. PAT. OFFICE
TUTTLEMAN LAW FIRM, PUBLISHED, JANUARY 17, 1988

To all People to Whom these Presents shall Come, Greeting:

Know Ye That I, JOSEPH M. SKIPPER, of the Town of Vernon,
County of Tolland and State of Connecticut,

for the consideration of One and more Dollars being less than One Hundred

received to my full satisfaction of ALMA S. SKIPPER of the said Town of Vernon,

do remise, release, and forever QUIT CLAIM unto the said ALMA S. SKIPPER and
myself, the said JOSEPH M. SKIPPER, as Grantees,

and unto the survivor of ^{US} ~~them~~ and unto the heirs and assigns of the survivor of ^{US} ~~them~~ forever, all such
right, title, interest, claim and demand whatsoever as I the said

Releasor have or ought to have in or to a certain piece or parcel of land situated
on Porter Road in the Town of Ellington, County of Tolland and State
of Connecticut, known and designated as Parcel C, more particularly
bounded and described on a map or plan entitled, "MAP OF PROPERTY OF:
JOSEPH SKIPPER, WILBUR SCHNEIDER & EMMANUEL E. SCHNEIDER ELLINGTON,
CONNECTICUT Alfred E. Schindler Land Surveyor Ellington, Connecticut
Scale 1"=100' Date 6/14/79 Certified Substantially Correct, Class A-2
Alfred E. Schindler L.S. 5731" which parcel is more particularly
bounded and described as follows:

PARCEL C: Beginning at the Connecticut State Forest marker 15 which
marks the southeasterly corner of the premises herein described and
the northeasterly corner of land now or formerly of Earl Edward and
Mary Kibbe and is in line of the Connecticut State Forest; thence
N. 67° 34' 44" West along line of land of said Kibbe a distance of
918.31 feet to an iron pin which marks a southeasterly corner of
Parcel B on the above referenced map; thence N. 21° 12' 01" East
along said Parcel B a distance of 838.30 feet to an iron pin set
in line of land now or formerly of John F. and Theresa M. Roberts;
thence S. 68° 18' 11" East along line of land of said Roberts a
distance of 1,098.31 feet to an iron pin set in boundary stones in
line of land of the Connecticut State Forest; thence S. 20° 45' 37"
West along said forest a distance of 90.66 feet to an iron pin; thence
N. 68° 25' 05" West along said forest a distance of 161.36 feet to
an iron pin; thence S. 22° 40' 32" West along said forest a distance
of 590.47 feet to the Connecticut State Forest monument 27; thence
S. 22° 39' 47" West a distance of 168.54 feet to the C.S.F. which
marks the point and place of beginning.

SAID parcel contains 18.34 acres, more or less.

"No Conveyance Tax collected

Wm. R. MacArthur
Town Clerk of Ellington

122-002
124-002

	These numbers may change after the auditors review	TOWN OF ELLINGTON	
		FISCAL YEAR 2003-04	
	TRANSFERS/ADDITIONAL APPROPRIATIONS		
	REQUIRES NO TOWN MEETING ACTION		DOLLAR AMOUNT
(A)	FISCAL YEAR 2003-04		
	TRANSFERS FROM:		
950	INSURANCE		133,681
		TOTAL	133,681
	TRANSFERS TO:		
132	TAX COLLECTOR		964
140	TOWN CLERK		11,826
150	TOWN COUNSEL		21,858
230	PLANNING & ZONING		859
310	CENTER FIRE DEPARTMENT		6
330	POLICE		6,238
331	POLICE SPECIAL DUTY		8,378
370	E.VOLUNTEER AMBULANCE		2,553
375	EMERGENCY SERVICES INCENTIVE PROGRAM		2,811
380	PUBLIC SAFETY		526
420	EQUIPMENT MAINTENANCE		13,234
425	TOWN GARAGE MAINTENANCE		5,670
440	TOWN ROAD AID-MATERIALS		4,215
456	HOUSEHOLD HAZARDOUS WASTE		1,460
480	ENGINEER & INSPECTIONS		1,572
610	HALL MEMORIAL LIBRARY		5,620
741	FOOD PANTRY		572
744	ROPE		438
745	YOUTH ACTIVITY PROGRAMS		3,916
790	MUNICIPAL AGENT		269
951	INSURANCE REIMBURSEMENT		21,779
1030	MEMORIAL DAY COMMITTEE		247
1050	REFERENDUM		17,524
1060	BUILDING DEMOLITION/EVICTION		1,146
		TOTAL	133,681
	REQUIRES TOWN MEETING ACTION-(B,C,D)		DOLLAR AMOUNT
(B)	APPROPRIATE FROM		
	UNRESERVED-GENERAL FUND BALANCE-03-04		84,546
		TOTAL	84,546
	TO:		
439	TOWN ROAD AID-WINTER		32,723
455	SANITARY RECYCLING		49,684
	CAP. N.REC FUND-LOCAL CAPITAL IMPROVEMENT PGM		2,139
		TOTAL	84,546
(C)	TO INCREASE PREPAID GRANTS AND FUNDS FULLY REIMBURSABLE FOR FISCAL YEAR COMMENCING ON JULY 1, 2003 AND ENDING ON JUNE 30, 2004 AND TO APPROPRIATE THE SAME TO THE BOARD OF EDUCATION IN A SUM NOT TO EXCEED \$163,534. NEW ALLOCATION TOTAL IS \$727,634 (\$564,100 APPROVED AT TOWN MEETING MAY 13,2003 PLUS \$163,534)		
(D)	TO CONSIDER CLOSING OUT THE LIEBMAN PROPERTY PROJECT BALANCE OF\$23,689.02 FOR FISCAL YEAR 2003-04. THE BALANCE TO BE APPLIED AGAINST DEBT PAYMENTS.		
	TO CONSIDER CLOSING OUT THE 82 MAPLE STREE ACQUISITION PROPERTY PROJECT PROJECT BALANCE OF\$5,064.17 FOR FISCAL YEAR 2003-04. THE BALANCE TO BE APPLIED AGAINST DEBT PAYMENTS.		

TOWN OF ELLINGTON

Part Time Job Description-Maintainer Position

Job Specifications for Employment:

- Must be at least 15 years of age.
- Must be an active member in good standing of the Ellington Rescue Post 512.
- Must be free of any criminal convictions and provide proof through a records check.
- Must provide proof of a valid physical examination that indicates the individual is capable of performing the essential job functions, with or without reasonable accommodation. If necessary, the employer will pay for the physical exam.
- Must comply with the By-Laws and Policies and Procedures of Ellington Volunteer Ambulance Corps and the Ellington Rescue Post 512.
- Must be able to lift at least 50 lbs.
- Must be willing to work on a part time daytime basis with flexible schedules/hours.
- Must be able to work with little or no supervision.
- Must be punctual and able to get along well with others.
- Must follow proper dress code per Ellington Rescue Post 512 By-Laws and Policies and Procedures.
- Must conduct themselves in a professional and courteous manner at all times, using appropriate language.
- Must follow the Town of Ellington personnel code of conduct which includes policies on the prevention of sexual harassment and hostile work environments, misuse of computer/internet services and the use of drugs and alcohol.

Daily Duty Specifications:

- Maintain daily stocking and inventory of ambulance supplies and complete daily checklist of all EVAC vehicles.
- Clean and maintain both ambulances by washing and cleaning interior and exterior every other day or as directed by EVAC volunteer and paid personnel.
- Clean and maintain ambulance building and grounds when necessary, paying particular attention to the crew room by keeping it maintained and cleaned to acceptable EVAC standards.
- Sweep, wash and clean bay floor daily or as directed by EVAC volunteer and paid personnel.
- Answer phones and perform all tasks as directed by EVAC volunteer and paid personnel.